

**BEN LO 30B6**  
**ANYWHERE COMMERCE V INGENICO**

December 10, 2021

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<p>1 UNITED STATES DISTRICT COURT</p> <p>2 DISTRICT OF MASSACHUSETTS</p> <p>3</p> <p>4 ANYWHERE COMMERCE, INC. and )</p> <p>5 BBPOS LIMITED, )</p> <p>6 Plaintiffs, )</p> <p>7 v. ) CIVIL ACTION NO.:</p> <p>8 INGENICO INC., INGENICO CORP. ) 1:19-cv-11457-IT</p> <p>9 and INGENICO GROUPS, SA, )</p> <p>10 Defendants. )</p> <p>11 _____ )</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 The 30(b)(6) VIDEO DEPOSITION of BEN LO, taken in</p> <p>24 the above-entitled cause, before Susan Steudel, official</p> <p>25 reporter, on the 10th day of December, 2021</p>	<p>1 I N D E X</p> <p>2</p> <p>3 INDEX OF EXAMINATIONS:</p> <p>4 EXAMINATION PAGE</p> <p>5 By Mr. Techentin 7</p> <p>6 Reporter certification 231</p> <p>7</p> <p>8 EXHIBITS:</p> <p>9 NUMBER DESCRIPTION PAGE</p> <p>10 Exhibit 54 Notice of 30(b)(6) Deposition of Plaintiff BBPOS Limited 24</p> <p>11</p> <p>12 Exhibit 55 BBPOS Response to Rule 30(b)(6) Deposition Notice 26</p> <p>13 Exhibit 56 BBPOS Updated Response to Rule 30(b)(6) Deposition Notice 33</p> <p>14</p> <p>15 Exhibit 57 Email dated December 8, 2021 35</p> <p>16</p> <p>17 Exhibit 58 Statement dated February 1, 2013 37</p> <p>18</p> <p>19 Exhibit 59 License Agreement dated the 23rd day of March, 2010 38</p> <p>20 Exhibit 60 Amendment to License Agreement 43</p> <p>21 Exhibit 61 Document entitled "BBPOS Information Package Confidential" 68</p> <p>22 Exhibit 62 Document entitled " MPOS Everywhere." 76</p> <p>23</p> <p>24 Exhibit 63 BBPOS Chipper 2X specification material 80</p> <p>25 Exhibit 64 BBPOS Chipper 2X BT specification material MR. TECHENTIN: 80</p>
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<p>1 APPEARANCES:</p> <p>2</p> <p>3 ADLER POLLOCK &amp; SHEEHAN, P.C.</p> <p>4 Once Citizens Plaza, 8th Floor</p> <p>5 Providence, RI 02903-1345</p> <p>6 Ph: 401-274-1345</p> <p>7 Jtechentin@apslaw.com</p> <p>8 BY: Jeffrey K. Techentin,</p> <p>9 On behalf of the Defendants;</p> <p>10</p> <p>11 Kutak Rock</p> <p>12 1760 Market Street, Suite 1100</p> <p>13 Philadelphia, PA 19104-4104</p> <p>14 Ph: 215-353-8484</p> <p>15 Melissa.bozeman@kutakrock.com</p> <p>16 BY: Melissa Bozeman,</p> <p>17 On behalf of the Plaintiffs;</p> <p>18</p> <p>19 ALSO PRESENT: Mike Cooper, Videographer</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 Exhibit 65 Chipper Mini 2 specification material 81</p> <p>2</p> <p>3 Exhibit 66 Chipper OTA material 83</p> <p>4</p> <p>5 Exhibit 67 Walker 1.0 specification material 86</p> <p>6 Exhibit 68 Rambler 3.0 specification sheet 92</p> <p>7 Exhibit 69 Email dated June 11, 2012 96</p> <p>8 Exhibit 70 Document entitled "Cartes 2013 Paris MPOS solutions review" authored by Nabeel Choudhry. 98</p> <p>9 Exhibit 71 Cardreader promotional material generated by Landi 100</p> <p>10</p> <p>11 Exhibit 72 Product review for RP350x Mobile Card Reader 102</p> <p>12 Exhibit 73 Email dated February 12, 2013 104</p> <p>13 Exhibit 74 Email dated May 7, 2013 114</p> <p>14 Exhibit 75 Email dated November 11, 2012 117</p> <p>15 Exhibit 76 Email dated August 27, 2013 120</p> <p>16 Exhibit 77 Press release, ROAM RP350x 124</p> <p>17 Exhibit 78 Technical drawings 133</p> <p>18 Exhibit 79 Email dated July 18, 2012 145</p> <p>19 Exhibit 80 Email dated July 16, 2012 152</p> <p>20 Exhibit 81 Email dated July 17, 2012 153</p> <p>21 Exhibit 82 Email dated February 28, 2012 155</p> <p>22 Exhibit 83 Email dated May 23, 2012 158</p> <p>23 Exhibit 84 Email dated September 30, 2015 163</p> <p>24 Exhibit 85 Email 166</p> <p>25 Exhibit 86 Email dated December 11, 2015 172</p>

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1	Exhibit 87	Email	173	1	EXAMINATION		
2	Exhibit 88	Email dated December 11, 2015	176	2	BY MR. TECHENTIN:		
3	Exhibit 89	Email dated December 17, 2015	179	3	Q. Good morning, Mr. Lo.		
4	Exhibit 90	Letter dated January 19, 2017	182	4	A. Good morning.		
5	Exhibit 91	Letter dated February 28, 2017	184	5	Q. Before we get going I would just like to put on		
6	Exhibit 92	Letter dated October 26, 2018	187	6	the record that this was noted on the video as being the		
7	Exhibit 93	Letter dated May 7, 2018	191	7	30(b)(6) deposition. I want to make clear that this is		
8	Exhibit 94	Letter dated October 23, 2018	195	8	the 30(b)(6) deposition of plaintiff BBPOS Ltd. You		
9	Exhibit 95	Letter dated October 4, 2018	197	9	understand that, right, Mr. Lo?		
10	Exhibit 96	Letter dated October 22, 2018	198	10	A. Yes.		
11	Exhibit 97	Email dated May 17, 2012	200	11	Q. Before we get started who is in the room with you		
12	Exhibit 98	Email dated April 26, 2012	202	12	today?		
13	Exhibit 99	Email dated March 27, 2012	203	13	A. My lawyer, Melissa.		
14	Exhibit 100	Email dated February 16, 2012	205	14	Q. Anyone else?		
15	Exhibit 101	BBPOS spreadsheet	228	15	A. No.		
16				16	MS. BOZEMAN: Can you see -- the tech in this		
17	PREVIOUSLY MARKED EXHIBITS REFERENCED:			17	room is somewhat beyond my expertise level. Can you see		
	NUMBER	PAGE / LINE		18	the room?		
18	Exhibit	44 / 20		19	MR. TECHENTIN: No. I cannot. I can only see		
	Exhibit	214 / 13		20	Mr. Lo. There is another feed, but that is of Mr. Lo,		
19				21	too. Well, it's just me in the room. I actually don't		
20	ADDITIONAL INFORMATION REQUESTED:			22	know how to change that.		
21	Page / Line			23	A. I can do that.		
	216 / 14			24	MR. TECHENTIN: Last time there were two lawyers		
22	225 / 23			25	and today there's one. That's all I was asking.		
23							
24							
25							
			Page 6				Page 8
1	VANCOUVER, CANADA.			1	A. Yeah. So it's fair I only have one lawyer.		
2	December 10, 2021			2	MR. TECHENTIN: Melissa, do you anticipate being		
3	*****			3	joined by anyone today?		
4	(PROCEEDINGS COMMENCED AT 9:30 A.M.)			4	MS. BOZEMAN: No, I do not.		
5	THE VIDEOGRAPHER: Good morning. We're on record			5	MR. TECHENTIN: It's just normally I would have		
6	at 9:34 A.M., on December 10th, 2021. This begins the			6	notice as to who is entering and leaving the room and I		
7	video conference 30(b)(6) deposition of Ben Lo taken in			7	don't because I don't have a video, but if it's just going		
8	the matter of AnywhereCommerce, Inc. et al versus Ingenico			8	to be you, that's fine. Or if it's other people, that's		
9	Inc. et al, being heard before the United States District			9	fine, too. I just would like to know.		
10	Court for the District of Massachusetts, page [sic] number			10	MS. BOZEMAN: Understood. Just me today.		
11	1:19-cv-11457-IT. My name is Mike Cooper. The court			11	BY MR. TECHENTIN:		
12	reporter is Susan Steudel and we represent Esquire			12	Q. Mr. Lo, as we touched on this is a deposition not		
13	Deposition Solutions.			13	of you personally today but of the company BBPOS Limited;		
14	Would all counsel present please introduce			14	right?		
15	yourselves and whom you represent.			15	A. Yes.		
16	MR. TECHENTIN: Jeffrey Techentin on behalf of			16	Q. And you understand that you are here today to		
17	the defendants.			17	provide testimony on behalf of the company; right?		
18	MS. BOZEMAN: Melissa Bozeman, Kutak Rock, on			18	A. Yes.		
19	behalf of the plaintiffs, and Mr. Lo as a corporate			19	Q. You understand that the testimony that you are to		
20	designee this morning.			20	give is not necessarily just your own knowledge but the		
21	THE VIDEOGRAPHER: Thank you. Would the court			21	information that is available to the company; yes?		
22	reporter please swear in the witness.			22	A. Yes.		
23	BEN LO,.			23	Q. You were provided with a document from the		
24	called as a witness, having been first affirmed, was			24	defendants in this case that outlined a number of topics		
25	examined and testified as follows:			25	for today's deposition; is that right?		

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<p style="text-align: right;">Page 217</p> <p>1 MR. TECHENTIN: I'll withdraw that. I'll do that</p> <p>2 differently.</p> <p>3 BY MR. TECHENTIN:</p> <p>4 Q. What is your agreement with AnywhereCommerce as</p> <p>5 it relates to the splitting of an award of damages in this</p> <p>6 case?</p> <p>7 MS. BOZEMAN: Objection. Attorney/client</p> <p>8 privileged and I'll instruct the client not to answer.</p> <p>9 BY MR. TECHENTIN:</p> <p>10 Q. Is this the agreement that I'm asking about right</p> <p>11 now a written agreement between you and AnywhereCommerce?</p> <p>12 A. Between me and AnywhereCommerce?</p> <p>13 Q. You meaning BBPOS, yes.</p> <p>14 A. No. Can I answer that?</p> <p>15 MS. BOZEMAN: Are you asking me?</p> <p>16 A. Yeah.</p> <p>17 MS. BOZEMAN: You can answer.</p> <p>18 A. Between BBPOS and -- no. No.</p> <p>19 BY MR. TECHENTIN:</p> <p>20 Q. Is there a written agreement between BBPOS and</p> <p>21 AnywhereCommerce with respect to this litigation?</p> <p>22 A. Just two parties, do you mean?</p> <p>23 Q. No. I don't mean to limit it to two parties.</p> <p>24 A. Yeah. There are agreement in place, but there's</p> <p>25 no agreement just AnywhereCommerce and BBPOS, two parties.</p>	<p style="text-align: right;">Page 219</p> <p>1 Q. Is the agreement that you signed that you just</p> <p>2 mentioned now, is that the same agreement that you were</p> <p>3 talking about before with the three parties, you,</p> <p>4 AnywhereCommerce and Kutak Rock?</p> <p>5 A. I believe before that we have one more engagement</p> <p>6 letter with Kutak Rock. Before we sign the agreement</p> <p>7 between Anywhere Commerce, BBPOS and Kutak Rock we also</p> <p>8 sign engagement letter with Kutak Rock.</p> <p>9 Q. You have a separate engagement letter with Kutak</p> <p>10 Rock; is that right?</p> <p>11 A. Yes.</p> <p>12 Q. Does that engagement letter set forth the terms</p> <p>13 by which Kutak Rock is providing their legal services to</p> <p>14 you?</p> <p>15 A. I think that letter is -- is engagement letter</p> <p>16 between BBPOS and Kutak Rock because after -- it's not</p> <p>17 just this case. Kutak Rock also represent us in some like</p> <p>18 defence case.</p> <p>19 MS. BOZEMAN: Don't --</p> <p>20 BY MR. TECHENTIN:</p> <p>21 Q. I don't need to know. I think you're saying that</p> <p>22 is a general engagement letter?</p> <p>23 A. Yeah. A general engagement letter.</p> <p>24 Q. But does that general engagement letter set forth</p> <p>25 the legal fees or whatever you have to pay in exchange for</p>
<p style="text-align: right;">Page 218</p> <p>1 Q. There's an agreement between you,</p> <p>2 AnywhereCommerce and Kutak Rock; is that correct?</p> <p>3 A. Yes.</p> <p>4 Q. When did you enter into that agreement?</p> <p>5 A. 2018.</p> <p>6 Q. When did you first discuss bringing a lawsuit</p> <p>7 against Ingenico with AnywhereCommerce?</p> <p>8 A. It is also around 2018 or 2017.</p> <p>9 Q. Who was there for that conversation?</p> <p>10 A. I just talk to our lawyer Oliver about the</p> <p>11 litigation and about a case, about Ingenico steal our</p> <p>12 trade secrets. And then Oliver just give me some -- come</p> <p>13 up with this lawsuit and suggest that we can join with</p> <p>14 AnywhereCommerce as a plaintiff to file this lawsuit.</p> <p>15 Q. So the first conversation you had about</p> <p>16 potentially filing a lawsuit was with Oliver?</p> <p>17 A. Yes.</p> <p>18 Q. Was Oliver your lawyer at that point?</p> <p>19 A. Oliver was introduced to me by one of our</p> <p>20 potential -- one of our financial advisor. And he was not</p> <p>21 my lawyer at that period of time.</p> <p>22 Q. When did Oliver become your lawyer?</p> <p>23 A. After we talk about our case. And then we sign</p> <p>24 our agreement. And then we file this litigation. And</p> <p>25 then Oliver become our lawyers.</p>	<p style="text-align: right;">Page 220</p> <p>1 Kutak Rock's representation?</p> <p>2 A. I don't remember the detail of the letter, of</p> <p>3 that engagement letter. It is just an engagement letter.</p> <p>4 So I think that the fee is -- I think how --</p> <p>5 Q. And I don't want to know how your fees -- I don't</p> <p>6 want to know details about the fees. I'm just asking</p> <p>7 which document they're in?</p> <p>8 A. I think just general engagement letter.</p> <p>9 Q. And so at some point did you have a conversation</p> <p>10 with Michael Kron about this litigation?</p> <p>11 A. Yes.</p> <p>12 Q. When did that happen?</p> <p>13 A. Also 2018.</p> <p>14 Q. Was this after you spoke with Oliver?</p> <p>15 A. Yes.</p> <p>16 Q. Was it before you engaged Oliver?</p> <p>17 A. I don't remember the time frame. All this time</p> <p>18 frame is so close. I don't remember.</p> <p>19 Q. And you said that Oliver was introduced to you by</p> <p>20 someone else. Do you know who that was?</p> <p>21 A. Yeah. Oliver was introduced to me by one of our</p> <p>22 financial advisor.</p> <p>23 Q. Who was that?</p> <p>24 A. Our financial advisor. So do I need to give you</p> <p>25 a name? His name is called JT. J for Jimmy. T is Tang.</p>

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<p style="text-align: right;">Page 221</p> <p>1 It is the son of Jimmy Tang. I just call him JT.</p> <p>2 Q. So that's the son of the Jimmy Tang who works at</p> <p>3 BBPOS?</p> <p>4 A. No. I mean, his name is JT. So I make sure that</p> <p>5 you get these two characters correct. JT.</p> <p>6 Q. Were you introduced to Oliver before Oliver came</p> <p>7 to speak to you about the -- or spoke to you about the</p> <p>8 lawsuit?</p> <p>9 A. No. No.</p> <p>10 Q. So your first contact with Oliver was talking</p> <p>11 about this lawsuit?</p> <p>12 A. No. The first -- the first contact is a share.</p> <p>13 I share with Oliver our experience, our bad experience</p> <p>14 with Ingenico. Because Ingenico is supposed to invest, to</p> <p>15 acquire our company. And so JT is our financial advisor.</p> <p>16 I talk to JT that if there is any potential investor, I</p> <p>17 want to make sure that there are people -- like people</p> <p>18 behind so investor or investor, again, to do a technical</p> <p>19 detail. So I share the story with JT, and JT just</p> <p>20 introduce Oliver to me and want me to share the story</p> <p>21 again. So this is the first time. I just share the story</p> <p>22 with Oliver, and after that with Oliver propose to start</p> <p>23 litigation, to file litigation against Ingenico.</p> <p>24 Q. So I want to focus your attention to the</p> <p>25 conversation you had with Michael Kron about this</p>	<p style="text-align: right;">Page 223</p> <p>1 representing you against Ingenico?</p> <p>2 A. Did have I a lawyer at that period of time? Do I</p> <p>3 have a lawyer? Do I find a lawyer, you mean?</p> <p>4 Q. No. Did you have a lawyer representing you</p> <p>5 against Ingenico when you were talking to Michael Kron?</p> <p>6 A. No.</p> <p>7 Q. Did you discuss with Michael Kron potential</p> <p>8 sharing of legal expenses?</p> <p>9 A. Yes.</p> <p>10 Q. What did you discuss?</p> <p>11 MS. BOZEMAN: Objection to the content.</p> <p>12 Attorney/client privileged and I will instruct the client</p> <p>13 not to answer.</p> <p>14 BY MR. TECHENTIN:</p> <p>15 Q. Are you going to abide by your counsel's</p> <p>16 instruction?</p> <p>17 A. Yes.</p> <p>18 Q. Did you discuss with him the topic of potential</p> <p>19 litigation proceeds or damages?</p> <p>20 A. No.</p> <p>21 Q. Did you discuss entering into a joint defence</p> <p>22 agreement?</p> <p>23 A. We -- you mean in the meantime do I discuss with</p> <p>24 Michael Kron about entering agreement? I think at that</p> <p>25 meeting, no, we don't need to talk about that.</p>
<p style="text-align: right;">Page 222</p> <p>1 litigation.</p> <p>2 Who initiated that conversation?</p> <p>3 A. With Michael Kron? I don't remember.</p> <p>4 Q. Did he call you? Did you call him? Was there a</p> <p>5 meeting set up?</p> <p>6 A. Meeting? Most likely Michael Kron call me.</p> <p>7 Q. What was discussed during that conversation?</p> <p>8 MS. BOZEMAN: I'm going to caution you. If it</p> <p>9 involves either communications with attorneys that reveal</p> <p>10 legal strategy or legal advice then you cannot speak to</p> <p>11 that portion of the conversation. But if there was</p> <p>12 anything unrelated you can talk about that.</p> <p>13 A. Michael Kron also said he had unfair treatment by</p> <p>14 Ingenico and that he's also angry. So this is the</p> <p>15 conversation, it's like that.</p> <p>16 BY MR. TECHENTIN:</p> <p>17 Q. Did you talk about the possibility of joining</p> <p>18 together in litigation?</p> <p>19 A. Yes.</p> <p>20 MS. BOZEMAN: Objection. To the extent that it</p> <p>21 involves legal strategy, I don't want you to answer the</p> <p>22 question, but otherwise you can talk.</p> <p>23 BY MR. TECHENTIN:</p> <p>24 Q. Did you have a lawyer at this point when you were</p> <p>25 talking with Michael Kron? Did you have a lawyer who was</p>	<p style="text-align: right;">Page 224</p> <p>1 Q. Did that come up at some point?</p> <p>2 A. Yeah, many time.</p> <p>3 Q. Between you and Michael Kron?</p> <p>4 A. And also Kutak Rock.</p> <p>5 Q. Do you have a joint defence agreement with</p> <p>6 AnywhereCommerce?</p> <p>7 A. Joint defence.</p> <p>8 MS. BOZEMAN: If you know, you can answer.</p> <p>9 A. I don't know.</p> <p>10 BY MR. TECHENTIN:</p> <p>11 Q. Do you have any agreements relating to this</p> <p>12 litigation with AnywhereCommerce other than that agreement</p> <p>13 between you, Kutak Rock and AnywhereCommerce?</p> <p>14 A. No.</p> <p>15 Q. And that's a written agreement?</p> <p>16 A. You mean the agreement between me and</p> <p>17 AnywhereCommerce? No. Just an agreement between me and</p> <p>18 AnywhereCommerce and Kutak Rock. That's the agreement</p> <p>19 about this litigation, but we don't have a separate</p> <p>20 agreement between BBPOS and AnywhereCommerce about this</p> <p>21 litigation, no.</p> <p>22 Q. Right. I'm asking about the one that Kutak Rock</p> <p>23 is a party to. Is that agreement in writing?</p> <p>24 A. Yes.</p> <p>25 Q. What is the nature of that agreement?</p>

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<p style="text-align: right;">Page 225</p> <p>1 A. Do I need to answer this question?</p> <p>2 Q. Unless she instructs you not to, yes.</p> <p>3 MS. BOZEMAN: Objection to that question.</p> <p>4 A. Is this client/lawyer privilege? Do I need to</p> <p>5 answer this question.</p> <p>6 MS. BOZEMAN: I'm going to instruct you not to</p> <p>7 answer this question to the extent that your answer would</p> <p>8 involve legal strategy or legal advice related to the</p> <p>9 litigation. So if there's anything otherwise appropriate</p> <p>10 to disclose, you can.</p> <p>11 A. So in this agreement there's just a -- I'm</p> <p>12 uncomfortable to answer this question. This is more a</p> <p>13 lawyer/client privilege.</p> <p>14 BY MR. TECHENTIN:</p> <p>15 Q. Can you describe for me without getting into any</p> <p>16 of the details of what the agreement says what the subject</p> <p>17 matter of this the agreement is?</p> <p>18 MS. BOZEMAN: Objection. Attorney/client</p> <p>19 privileged. I'm going to instruct the client not to</p> <p>20 answer.</p> <p>21 BY MR. TECHENTIN:</p> <p>22 Q. You are going to abide by that?</p> <p>23 A. Yes.</p> <p>24 Q. What was your motivation for joining together</p> <p>25 with AnywhereCommerce to bring this litigation?</p>	<p style="text-align: right;">Page 227</p> <p>1 of that agreement?</p> <p>2 MS. BOZEMAN: Same objection. But you can</p> <p>3 answer.</p> <p>4 A. Yes.</p> <p>5 BY MR. TECHENTIN:</p> <p>6 Q. And we didn't get into any detail about your</p> <p>7 theories of damage, but presumably it's Ingenico's</p> <p>8 theories will be similar to yours in that regard in terms</p> <p>9 of entitlement to damages. But my question really goes to</p> <p>10 how to find out about the revenue that BBPOS achieved by</p> <p>11 selling different products over the years. And, you know,</p> <p>12 one of the topics for today's deposition is the gathering</p> <p>13 of documents in response to discovery requests. You know</p> <p>14 that; right?</p> <p>15 A. Yes.</p> <p>16 Q. And you understand that in the course of</p> <p>17 discovery Ingenico asked for information about the sales</p> <p>18 of products by BBPOS; right?</p> <p>19 A. Yes.</p> <p>20 Q. And, in fact, BBPOS produced a number of</p> <p>21 documents in the form of Excel spreadsheets that detail</p> <p>22 some of the sales and profits associated with its</p> <p>23 products? Are you familiar with that?</p> <p>24 A. Yes.</p> <p>25 MR. TECHENTIN: So I'm trying to show you a</p>
<p style="text-align: right;">Page 226</p> <p>1 A. What's my motivation, you said?</p> <p>2 Q. Yes.</p> <p>3 A. We both -- we both screwed by Ingenico. So the</p> <p>4 motivation is we get back our damage.</p> <p>5 Q. I'd like to ask you a few questions about the</p> <p>6 damages that are claimed against BBPOS in this case.</p> <p>7 You understand that there are counterclaims; right?</p> <p>8 A. Yes.</p> <p>9 Q. And you understand that those counterclaims seek</p> <p>10 damages associated with your violation of the exclusivity</p> <p>11 provisions of the ROAM BBPOS license agreement; right?</p> <p>12 MS. BOZEMAN: Objection. You can answer.</p> <p>13 A. Yes.</p> <p>14 BY MR. TECHENTIN:</p> <p>15 Q. And I'll tell you, maybe you know this, maybe you</p> <p>16 don't, that the damages that are sought relate to your</p> <p>17 sale of products that were done in violation of that</p> <p>18 agreement. Do you understand that?</p> <p>19 MS. BOZEMAN: Objection. But you can answer.</p> <p>20 A. Can you repeat your questions.</p> <p>21 MR. TECHENTIN: Sure.</p> <p>22 BY MR. TECHENTIN:</p> <p>23 Q. Do you understand that the damages that are</p> <p>24 sought by Ingenico for your violation of the license</p> <p>25 agreement concern the products that you sold in violation</p>	<p style="text-align: right;">Page 228</p> <p>1 document. Here we go.</p> <p>2 So I'll mark as Exhibit 101.</p> <p>3 (Exhibit 101 was marked for identification</p> <p>4 and is attached hereto.)</p> <p>5 BY MR. TECHENTIN:</p> <p>6 Q. So this is an Excel spreadsheet that was produced</p> <p>7 to us in this case by BBPOS. Can you see it?</p> <p>8 A. Can I see it now?</p> <p>9 Q. My question is whether this spreadsheet is --</p> <p>10 provides detail as to revenue or sales by customer or</p> <p>11 product code.</p> <p>12 A. Can you repeat your question.</p> <p>13 Q. So let me break that down. Do you know this</p> <p>14 spreadsheet that I've marked here as 101?</p> <p>15 A. Yes.</p> <p>16 Q. Does it contain information that would allow me</p> <p>17 to figure out what revenue is associated with a particular</p> <p>18 customer?</p> <p>19 MS. BOZEMAN: Objection. But you can answer.</p> <p>20 A. I don't know. I don't know. I'm not an</p> <p>21 accountant.</p> <p>22 BY MR. TECHENTIN:</p> <p>23 Q. Do you know if this spreadsheet reflects sales or</p> <p>24 revenue data or profit information concerning an</p> <p>25 individual product?</p>

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<p style="text-align: right;">Page 229</p> <p>1 MS. BOZEMAN: There's a lot of tabs here. Do you</p> <p>2 want him to be going through each of these tabs?</p> <p>3 A. I just see one page, so ... I can't determine a</p> <p>4 sense of individual product. It provides sales of each</p> <p>5 month over the course of each month. So I don't -- I</p> <p>6 cannot determine whether this is separate products.</p> <p>7 BY MR. TECHENTIN:</p> <p>8 Q. Do you know if any spreadsheets have been</p> <p>9 provided that would enable Ingenico to understand what the</p> <p>10 sales were for specific products?</p> <p>11 A. I don't know.</p> <p>12 Q. I will also point out that this spreadsheet that</p> <p>13 was produced is dated through 2015. Well, there have been</p> <p>14 a lot of Excel spreadsheets produced. I think this is the</p> <p>15 most recent that we have seen. And when I say a lot, I</p> <p>16 think there's close to 2,000 spreadsheets. But do you</p> <p>17 know if BBPOS has produced any financial reporting that is</p> <p>18 more recent than 2015?</p> <p>19 A. Yes.</p> <p>20 Q. What has been produced that is more recent than</p> <p>21 2015?</p> <p>22 A. Can you repeat your questions?</p> <p>23 Q. Sure. This spreadsheet is 2015, and we have one</p> <p>24 for 2014 and we have one for 2013.</p> <p>25 Do you know if equivalent information was produced</p>	<p style="text-align: right;">Page 231</p> <p>1 REPORTER CERTIFICATION</p> <p>2 I, Susan Steudel, Official Reporter in the Province</p> <p>3 of British Columbia, Canada, BCSRA No. 445, do hereby</p> <p>4 certify:</p> <p>5 That the proceedings were taken down by me in shorthand at</p> <p>6 the time herein set forth, and thereafter transcribed, and</p> <p>7 the same is a true and correct and complete transcript of</p> <p>8 said proceedings to the best of my skill and ability.</p> <p>9</p> <p>10 IN WITNESS WHEREOF, I have hereunto subscribed my name on</p> <p>11 this day, the 19th day of December, 2021.</p> <p>12</p> <p>13 <u>Susan Steudel</u></p> <p>14 Susan Steudel</p> <p>15 Official Reporter</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 230</p> <p>1 for 2016 or '17 or anything more recent?</p> <p>2 A. I don't know.</p> <p>3 Q. Do you know why, if it's true, do you know why</p> <p>4 financial information was only produced through 2015?</p> <p>5 MS. BOZEMAN: Objection. Hypothetical.</p> <p>6 A. I don't know.</p> <p>7 BY MR. TECHENTIN:</p> <p>8 Q. Was there some deliberate choice on the part of</p> <p>9 BBPOS to not produce information more recent than 2015?</p> <p>10 A. I don't know.</p> <p>11 MR. TECHENTIN: All right. Can we take a short</p> <p>12 break? I think I might be done or close to done. Just</p> <p>13 give me a few minutes.</p> <p>14 MS. BOZEMAN: That's fine.</p> <p>15 THE VIDEOGRAPHER: Off the record at 5:58 P.M.</p> <p>16 (PROCEEDINGS RECESSED AT 5:58 P.M.)</p> <p>17 (PROCEEDINGS RECONVENED AT 6:00 P.M.)</p> <p>18 THE VIDEOGRAPHER: Back on the record at</p> <p>19 6:01 P.M. I don't have any further questions. Thank you.</p> <p>20 THE VIDEOGRAPHER: We're off the record at</p> <p>21 6:02 P.M.</p> <p>22 (PROCEEDINGS ADJOURNED AT 6:02 P.M.)</p> <p>23 (SIGNATURE RESERVED)</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 232</p> <p>1 Reference No.: 7675340</p> <p>2</p> <p>3 Case: ANYWHERE COMMERCE V INGENICO</p> <p>4</p> <p>5 DECLARATION UNDER PENALTY OF PERJURY</p> <p>6</p> <p>7 I declare under penalty of perjury that</p> <p>8 I have read the entire transcript of my Depo-</p> <p>9 sition taken in the captioned matter or the</p> <p>10 same has been read to me, and the same is</p> <p>11 true and accurate, save and except for</p> <p>12 changes and/or corrections, if any, as indi-</p> <p>13 cated by me on the DEPOSITION ERRATA SHEET</p> <p>14 hereof, with the understanding that I offer</p> <p>15 these changes as if still under oath.</p> <p>16</p> <p>17 _____</p> <p>18 Ben Lo 30b6</p> <p>19</p> <p>20 NOTARIZATION OF CHANGES</p> <p>21 (If Required)</p> <p>22</p> <p>23 Subscribed and sworn to on the _____ day of</p> <p>24 _____, 20____ before me,</p> <p>25</p> <p>26 (Notary Sign) _____</p> <p>27</p> <p>28 (Print Name) _____ Notary Public,</p> <p>29</p> <p>30 in and for the State of _____</p>